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6 Attorneys for ACM INVESTOR SERVICES, INC., its successors and/or assignees

7  
8 UNITED STATES BANKRUPTCY COURT FOR  
9 THE EASTERN DISTRICT OF CALIFORNIA  
10 SACRAMENTO DIVISION

11 In re:

12 KYLE CURTIS ASH,

13 Debtor.

Bk. No. 21-20922-FEC

Chapter 13

DCN No.: RDW-001

14 DECLARATION IN SUPPORT OF MOTION  
15 FOR RELIEF FROM THE AUTOMATIC  
16 STAY

Hearing-

17 Date: June 29, 2021

Time: 9:00am

18 Place: Bankruptcy Court  
501 I Street, Seventh Floor

Courtroom 28

19 Sacramento, California

20 VIA TELEPHONE/VIDEOCONFERENCE

21  
22 I, KATHIE KNIGHTEN, declare and state:

23 1. As to the following facts, I know them to be true of my own personal  
24 knowledge and if called upon to testify in this action, I could and would testify competently to  
25 the following facts personally known to me to be true.

26 2. I am an employee of ACM INVESTOR SERVICES, INC. (“**Servicer**”),  
27 servicer for DAVID WILLIAM BULLMANN, IRA (“**Beneficiary 1**”), PHILIP AYERS  
28 BROWNING, et al (“**Beneficiary 2**”), ALAN RAZNICK AND NANCY G. RAZNICK, et al

1 (“**Beneficiary 3**”) and CARLIE BERKE FAMILY TRUST, et al (“**Beneficiary 4**”) their  
2 successors and/or assignees, (collectively referred to as the “**Movant**”). I am the employee of  
3 Movant most familiar with this case and the facts herein and am authorized to make these  
4 statements on behalf of Movant. I have reviewed the loan service records of Movant before  
5 making these statements. The loans service records are kept in the regular course of business, at  
6 or near the time of the event which is noted or memorialized. As to any statements regarding  
7 equity or lack of equity contained within this Declaration, which are made upon information and  
8 belief, these statements are made after examination of the loan file and after consideration of the  
9 following factors

- 10 1) the loan to value ratio;
- 11 2) amount of arrearages; and
- 12 3) the Debtor’s schedules

13 1. KYLE CURTIS ASH ("**Debtor**") is an individual and the Chapter 13  
14 Debtor herein.

15 2. DAVID CUSICK has been appointed as the Chapter 13 Trustee in the  
16 instant bankruptcy. By virtue of his position as Chapter 13 Trustee, he may hold title to the  
17 subject property in that capacity. To the extent relief sought herein is granted, DAVID CUSICK  
18 should be bound by any such judgment.

19 3. On March 16, 2021, Debtor, filed a Petition under Chapter 13 of the  
20 Bankruptcy Code.

21 4. Movant is the current payee of a Promissory Note dated July 24, 2018 in  
22 the principal amount of \$266,500.00 (the "**Note**") secured by a First Deed of Trust of same date,  
23 which bears interest as specified therein. The original Note is held by Movant and a copy is  
24 attached hereto as Exhibit “1” and is incorporated herein by reference.

25 5. The indebtedness evidenced by the Note is secured by a Deed of Trust (the  
26 "Deed of Trust") executed and recorded in Solano County and which encumbers the real  
27 property located at **531 WESTWOOD COURT, VACAVILLE, CA 95688** (the "**Property**").  
28

1 A copy of the Deed of Trust is attached hereto as Exhibit "2" and incorporated herein by  
2 reference.

3 6. Movant is the current holder of the Note and maintains all beneficial  
4 interest relating to the subject loan.

5 7. On November 21, 2018, ACM Investor Service, Inc assigned and  
6 transferred for beneficiary vesting IRA Services Trust Company, Custodian FBO, David  
7 William Bullman, IRA as to an undivided 5.6285% interest and Phillip Ayers Browning, Trustee  
8 of the Phillip Browning 2014 Revocable Trust as to an undivided 46.9043% interest and Alan M.  
9 Raznick, Trustees of the Raznick Family Trust as to an undivided 23.7336% interest and Carlie  
10 Berke Family Trust, Carlie P. Headapol, Trustee as to an undivided 23.7336% interest. A copy of  
11 the assignment of Deed of Trust is attached hereto as Exhibit "3".

12 8. D&D REIT, INC ("**Borrower**") is the borrower on the loan secured by the  
13 Property, which is the subject of this Declaration, not the Debtor.

14 9. Sometime after entering into the loan agreement with Movant, Borrower  
15 allegedly transferred an interest in the Property to Debtor and Curtis Williams ("**Mr. Williams**").  
16 A copy of the Grant Deed is attached hereto as Exhibit "4". Movant did not authorize this  
17 transfer and was not aware of the transfer. The Grant Deed is not signed, but it was recorded in  
18 Solano County.

19 10 Borrower has defaulted on the Note. On the basis of the Borrower's  
20 failure to make required payments the Borrower is now due and owing to Movant:

21 Unpaid Principal Balance: \$266,500.00

22 Pre-Petition Arrearages: \$22,186.18  
23 (per filed Proof of Claim)

24 Post-Petition Delinquencies:

25 2 Monthly Payment for \$3,997.50  
26 4/1/2021 and 5/1/2021 at \$1,998.75

27 Accrued Late Charges \$199.88

28 Attorneys' Fees \$1,238.00

TOTAL POST-PETITION DELINQUENCY DUE \$5,435.38

1  
2 10. The total amount now owed to Movant is \$271,935.38 as of May 11,  
3 2021. Please note the amount to payoff the loan will be less, if the loan is paid off, as the  
4 payments include principal and interest.

5 **MOVANT'S LOAN FULLY MATURES ON AUGUST 1, 2021.**

6 11. Interest continues to accrue as set forth in the Note.

7 12. Movant has performed each and every act required by the terms of the  
8 Deed of Trust.

9 13. Attached to this Declaration is an Account Statement which provides a  
10 post-petition payment history, which evidences the post-petition obligations that are accrued and  
11 are unpaid. The Account Statement shows when each post-petition payment was due, all  
12 payments received by Movant, the date each post-petition payment was received by Movant and  
13 to which months those payments were applied. A copy of the Account Statement is attached  
14 hereto as Exhibit "5" and is incorporated herein by reference.

15  
16 14. The Note and Deed of Trust provide that Movant shall be entitled to  
17 recover from the Debtor and that the real property shall secure the payments of all attorney's fees  
18 and costs incurred by Movant to collect upon the real property. By virtue of the Debtor's  
19 default, Movant has necessarily incurred such fees and costs and will continue to incur such fees  
20 and costs.

21  
22 I declare under penalty of perjury under the laws of the United States of America  
23 that the foregoing is true and correct and that this Declaration was executed on

24 MAY 21, 2021, at SAN RAFAEL, CA (city, state).

25  
26   
27 KATHIE KNIGHTEN  
28